

### Disposal of Dirt, Rock, or Concrete

The City of Tempe will provide customers with a roll off container for the disposal of dirt, rock or concrete. This container will be emptied once every two weeks and be billed at the rate of **\$83.56** drop fee and weight billed per ton at the current gate rate at the disposal center. The undersigned agrees to hold the city of Tempe and all of its agents and employees harmless from any and all damages, injuries, deaths, losses, claims, suits, liabilities, judgments, costs or expenses which may arise out of the City of Tempe's placement and retrieval of the roll-off container. The undersigned shall indemnify, keep and save harmless the City, all City agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the City by any Third Party for death, personal injury and/or property damage and which arise out of the result from the Undersigned's acts or omissions, or those of its employees, servants and agents, or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Undersigned to conform to any statute, ordinances, regulation, law or court decree. It is the agreed that the Undersigned will be responsible for primary loss investigation, defense and judgments cost where this contract of indemnity applies. Undersigned agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the City.

---

Please fill in the information at the bottom of the attached sheet.

The City of Tempe will provide customers with a roll off container for the disposal of dirt, rock or concrete. This container will be emptied once every two weeks and be billed at the rate of **\$83.56** drop fee and weight billed per ton at the current gate rate at the disposal center. The undersigned agrees to hold the city of Tempe and all of its agents and employees harmless from any and all damages, injuries, deaths, losses, claims, suits, liabilities, judgments, costs or expenses which may arise out of the City of Tempe's placement and retrieval of the roll-off container. The undersigned shall indemnify, keep and save harmless the City, all City agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the City by any Third Party for death, personal injury and/or property damage and which arise out of the result from the Undersigned's acts or omissions, or those of its employees, servants and agents, or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Undersigned to conform to any statute, ordinances, regulation, law or court decree. It is the agreed that the Undersigned will be responsible for primary loss investigation, defense and judgments cost where this contract of indemnity applies. Undersigned agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the City.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Gate Rate: **\$41.80 per ton**

Signature: \_\_\_\_\_